

LEGAL NOTICE

Request for Proposals for Services

The State of Connecticut, Office of Early Childhood, is seeking proposals to provide billing and collection services on behalf of the Connecticut Birth to Three System and its local providers to health care plans, Medicaid and parents of enrolled children.

The intent of the request is to identify firms with the necessary expertise to provide monthly insurance and Medicaid billing on behalf of up to 40 local early intervention programs and to bill, on behalf of the state, parents of enrolled children with incomes of \$45,000 per year or more.

The request for proposals is available online at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2 or www.ct.gov/oec and click the Request for Proposals icon or the Official Agency Contact Karyn Pitt, Office of Early Childhood, 460 Capitol Ave., Hartford, Connecticut 06106. E-mail: karyn.pitt@ct.gov. Telephone (860) 418-6155 or by Facsimile (860) 706-1448.

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Connecticut Post



REQUEST FOR PROPOSALS

For

Connecticut Office of Early Childhood

Birth to Three System

Billing and Collection of Commercial Health Insurance, Medicaid, and Parent Fees

Issue Date: November 1, 2016

Proposal Due Date: Wednesday, December, 7, 2016 @ 4:00 PM (EDT)

**Connecticut Office of Early Childhood
460 Capitol Ave.
Hartford, CT 06106
Fax: (860) 706-1448**

REQUEST FOR PROPOSALS (RFP)
STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD
BIRTH TO THREE SYSTEM

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**REQUEST FOR PROPOSALS (RFP)
BY THE STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD**

I. GENERAL INFORMATION

A. INTRODUCTION

1. RFP Name – Billing and Collection of Commercial Health Insurance, Medicaid and Parent Fees
2. RFP Number – OEC-17-01
3. RFP Summary – The State of Connecticut, Office of Early Childhood (OEC) is seeking proposals from private for-profit or non-profit organizations to bill commercial health insurance plans and Medicaid on behalf of provider agencies and bill parents of children enrolled in the Birth to Three System on behalf of the State.

The Birth to Three System offers early intervention services and supports to families of eligible infants and toddlers with developmental delays or disabilities.

The due date for proposals is 4:00 PM Wednesday, December 7, 2016. Proposals must be received in the required packaging and labeling at the OEC, 460 Capitol Avenue, Hartford, CT 06106 not later than the deadline. Late submissions will not be accepted. Faxed or e-mailed proposals will not be accepted.

OEC is authorized in accordance with Section 17a-210 of the Connecticut General Statutes. The requested services will be awarded through a competitive procurement process and funded by State dollars.

4. Commodity Codes. The services that the OEC wishes to procure through this RFP are as follows:

0200 Financial Products and Services

The commodity codes are used when posting the RFP on the State Contracting Portal.

B. Definitions

“OEC” or “Department” means the Connecticut Office of Early Childhood.

“Birth to Three System” is the system of early intervention services for infants and toddlers with disabilities operated in accordance with Part C of the federal Individuals with Disabilities Education Act and its regulations as well as Connecticut General Statute 17a-248 and its regulations. OEC is the lead agency administering the Connecticut Birth to Three System.

“Birth to Three program” is a local direct service early intervention program operated by or under contract with the Office of Early Childhood to deliver early intervention services under the terms of the IDEA Part C and 17a-248 C.G.S. Programs include general programs that serve a wide range of children, autism-specific programs that only serve children with autism spectrum disorders, and programs that only serve children who are deaf or hard-of-hearing. Some contracted agencies operate more than one type of program.

“Bidder”, “Proposer”, “Vendor”, “Firm” and “Respondent” refer to a company responding to this Request for Proposal.

“Contract” refers to a legally executed agreement between the Contractor and the OEC which is also referred to as a Personal Service Agreement or an Agreement.

“Contractor” refers to a company that is awarded a contract as a result of this RFP.

“FERPA” is the abbreviated reference to the federal Family Educational Rights and Privacy Act.

“HIPAA” is the abbreviated reference to the federal Health Insurance Portability and Accountability Act.

IDEA is the abbreviated reference to the federal Individuals with Disabilities Education Act. Part C of that act applies to infants and toddlers with disabilities.

“RFP” is the abbreviated reference to Request for Proposals.

Request for Proposals (RFP) is defined as a competitive procurement process that helps to serve the OEC’s best interests. It also provides vendors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and the price is generally the determining factor. With RFPs however, price alone is not required to be the determinative factor, although it may be, and the OEC has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the OEC proposes to govern the relationship between it and the selected vendor.

C. INSTRUCTIONS

1. **Official Agency Contact.** The OEC has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the only authorized contact for this procurement and, as such, handles all related communications on behalf of the OEC. Proposers, prospective proposers, and other interested parties are advised that any communication with any other OEC employee(s) (including appointed officials) or personnel under contract to the OEC about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration. Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official.

The Official Agency Contact for the purpose of this RFP is:

Karyn Pitt
Birth to Three
OEC
460 Capitol Avenue
Hartford, Connecticut 06106
TELEPHONE: (860) 418-6155
FAX: (860) 706-1448
E-MAIL: karyn.pitt@ct.gov

OEC reserves the right to appoint an alternate Official Agency Contact if necessary. A formal amendment will be issued to provide contact information for the alternate Official Agency Contact. Proposers will be required to limit their contact regarding the RFP to the person named therein. The amendment will be posted on the State Contracting Portal at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. Proposers may also go to www.ct.gov/oec and click the Request for Proposals icon on the State of Connecticut Office of Early Childhood website.

2. **Proposer's Authorized Representatives. (Form 1)** Proposers must designate an authorized representative and one (1) alternate. The form is included in Section V of this RFP (Form 1). The form must be signed by the organization's chief executive officer or another official with signatory authority. Providers must submit a "Proposer's Authorized Representative Form" to enable staff to communicate with the OEC during the open submission period. A new Proposer's Authorized Representative Form may be submitted with the proposal to reflect any changes the provider may wish to make. The form must also be submitted as Attachment A in the proposal if changes have been made.
3. **RFP Information.** This RFP, amendments to this RFP, and other information associated with this procurement is available in hard copy, upon request from the Official Agency Contact, or in electronic format from the Internet at the following locations:

- State Contracting Portal
http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

- Office of Early Childhood
www.ct.gov/oec and click the Request for Proposals icon

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Agency Contact upon request.

4. **Contract Award.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the OEC. It is the OEC's intent to make a single award as a result of this RFP, however the OEC will reserve the right to make separate awards (one for the billing of commercial health insurance, one for Medicaid billing and one for the billing of fees) if it is deemed by the OEC to be in the OEC's best interests to do so.

The OEC anticipates that the successful proposer will commence work on or about March 1, 2017 and continue until June 30, 2022. The contract may, upon mutual consent, be extended for up to three (3) additional years. Such intent to extend shall be conveyed to the contractor in writing no later than 120 days prior to the ending date of the contract.

The available funding and maximum contract cost is confidential, but the proposer may use the information provided in Section III of this RFP along with the proposed cost to calculate the potential value of a contract.

5. **Eligibility.** Private provider organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships) are eligible to submit proposals in response to this RFP. Individuals who are not a duly formed business entity are ineligible to participate in this procurement. The proposer organization must be registered with the Secretary of State's Office to do business in the State of Connecticut.
6. **Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:
 - Local, regional, or national health insurance and Medicaid billing and follow-up experience.
 - Local, regional, or national experience in direct billing and collection of other types of fees evidence of employment of at least one medical coder certified by the American Academy of Professional Coders as well as employing coding staff with demonstrated familiarity with CPT, ICD-9, ICD-10, HCPCs, CPT and DSM-IV and V coding.
 - Evidence of registration with the Connecticut Secretary of State's Office to do business in Connecticut.
 - Evidence of having a Commercial Crime Bond in the amount of \$250,000.

7. **Timeline.** The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the submittal deadline for proposals are target dates only.

Release of RFP	11/1/2016
Deadline for Questions	11/15/2016 @ 12:00 PM (EDT)
Anticipated Release of Official Answers	11/23/2016
Proposals due	12/7/2016 @ 4:00 PM (EDT)
Anticipated Selection of Contractor	12/30/2016
Anticipated Start of Contract negotiations	1/3/2017
Anticipated Start of Contract	3/1/2017

8. **Inquiry Procedures.** All questions regarding this RFP must be directed, in writing via e-mail, to the Official Agency Contact by 12:00 Noon on November 15, 2016. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. The OEC will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the OEC may or may not respond to questions received after the deadline. The OEC may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. A formal amendment to this RFP is anticipated to be issued not later than November 23, 2016 to provide answers to questions. The amendment will be posted on the State Contracting Portal at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. Proposers may also go to www.ct.gov/oec and click the Request for Proposals icon on the State of Connecticut Office of Early Childhood website.
9. **Proposals Due.** The proposal must be received no later than 4:00 PM on December 7, 2016. Proposals must be received in the required packaging and labeling not later than the deadline. Late submissions will not be accepted. When hand-delivering proposals by courier or in person, allow extra time due to parking and building security procedures. Faxed or e-mailed proposals will not be accepted. Postmark date will not be considered the basis for meeting any submission deadline. Proposals received after the due date and time may be accepted by the OEC as a clerical function, but late proposals will not be evaluated. At the discretion of the OEC, late proposals may be destroyed or retained for pick up by the submitters.

Proposals are to be submitted to:

Karyn Pitt
Birth to Three System
OEC

460 Capitol Avenue
Hartford, Connecticut 06106

An acceptable submission must include the following:

- one (1) original proposal;
- four (4) conforming copies of the original proposal; and

the original proposal must carry original signatures and be clearly marked on the cover as “original”. Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Review Committee.

8. **Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), and all rules, regulations and interpretations resulting from that act. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In section C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. (EXAMPLE: Section G.1.a.) For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. §1-210(b).
9. **Conflict of Interest – Disclosure Statement (Form 4).** Proposers must include a disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest, as defined by C.G.S. §1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The OEC will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement.

D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet.** The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of private provider organization, submitting the proposal. *Proposer's Authorized Representative* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provision described in this RFP and any amendments or attachments hereto.
 - RFP Name or Number
 - Legal Name
 - FEIN
 - Street Address
 - Town/City/State/Zip
 - Authorized Representatives
 - Title
 - Phone Number
 - FAX Number
 - E-mail Address
 - Authorized Official
 - Title
 - Signature
3. **Table of Contents.** Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal (See Section IV).
4. **Executive Summary.** Proposals must include a high-level executive summary of the main proposal and cost proposal, not exceeding two pages.
5. **Main Proposal.** Proposals must include the following: Scope of Services, Staffing Plan, Data and Technology, Subcontractors, Work Plan and Cost Proposal (See Section IV)
6. **Attachments.** Attachments other than the required Appendices or Forms identified in Sections IV and V are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.

7. **General Requirements**

- All required forms must be submitted with the proposal as attachments.
- Do not use material dependent on color distinctions, animated electronics, etc.
- Do not place proposals in notebooks or binders. Metal clips may be used to bind pages together.

8. **Style Requirements.** Submitted proposals must conform to the following specifications:

Binding Type: None specified

Dividers: None

Paper Size: 8 ½ X 11, Portrait

Page Limit: None specified

Print Style: All pages except financial statement(s) must be numbered and double-sided

Font Size: 12 pt

Font Type: Times New Roman or Arial

Margins: 1" minimum on the top, bottom, and sides of all pages

Line Spacing: None specified

9. **Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer. The RFP and all attachments must be paginated in sequential order from beginning to end, even if some attachments have their own pagination system (e.g. the financial audit, annual reports, etc.)

10. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed packages. All proposals must be addressed to the Official Agency Contact. The name and address of the proposer must appear in the upper left hand corner of the envelope or package. The title of the RFP, as indicated on the first page of this RFP, must appear in the lower left hand corner of the envelope or package. An original (clearly identified as such) and four copies of the proposal must be submitted. The proposal must be duly executed by signing Cover Sheet and Agreements and Assurances form (**Form 2**). Unsigned proposals may be rejected. Proposals transmitted by facsimile or e-mail will not be accepted or reviewed. Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the OEC as a clerical function, but it will not be evaluated. At the discretion of the OEC, such a proposal may be destroyed or retained for pick-up by the submitters.

E. EVALUATION OF PROPOSALS

1. ***Evaluation Process.*** It is the intent of the OEC to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the OEC will conform to its written procedures for procurements (pursuant to C.G.S. §217) and the State's Code of Ethics (pursuant to C.G.S. §§1-84 and 1-85). Only proposals found to be responsive (that is, complying with all instructions listed herein) to this RFP will be evaluated, rated, and scored. The Review Committee will reject any proposal if the components required by this RFP are not submitted as directed.
2. ***Review Committee.*** The OEC will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, OEC staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements and make recommendations. The Commissioner of the Office of Early Childhood will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.
3. ***Minimum Submission Requirements.*** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format and conform to the style, packaging and labeling requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The OEC will reject any proposal that deviates significantly from the requirements of this RFP. After an initial screening by the Review Committee Chair and one other member, the Official Agency Contact may request correction of minor submission errors. Corrected documents would have to be submitted by an established deadline otherwise the proposal will not be reviewed.
4. ***Quality Reviews.*** Proposals that meet the minimum submission requirements will then be reviewed for quality. The quality review includes the demonstrated skills in the billing of commercial health insurance reimbursements, billing Medicaid services and in the billing and collection of other types of fees, affirmative action, organizational profile, statement of work, personnel resources, information technology capabilities, and proposed cost.
5. ***Review Criteria (and Weights).*** The review criteria are the objective standards that the Review Committee will use to evaluate the merits of the proposals submitted in response to this RFP. Only the criteria listed below will be used to evaluate proposals.

Organizational Profile – the organization's experience, qualifications, and financial condition will be considered. Aspects include background, qualifications, previous experience, and the ability of the organization to provide quality services in the subject areas, including

organizational, information technology, and financial capacity. All required qualifications as stated in this RFP will be considered.

Scope of Work – the emphasis will be how creatively the proposed services offer solutions to the needs defined in Section III.

Cost Competitiveness – The emphasis will be on the proposed cost to the State, as compared with proposals from comparable organizations.

Personnel Resources – This includes the level of personnel resources assigned to the project and the background, qualifications, and previous experience of personnel and their demonstrated competence, experience, and expertise in the type of work to be performed. Any required personnel qualifications as stated in this RFP will be considered. Any proposed use of subcontractors and the oversight of such subcontractors will be carefully reviewed.

References and Letters of Support – the emphasis will be on customer satisfaction based on the experience of previous clients of the organization.

The criteria are weighted according to their relative importance.

Organizational Profile	25 %
Scope of Work	20 %
Cost competitiveness	25 %
Personnel Resources	25 %
References	<u>5 %</u>
Total	100 %

Note:

As part of its evaluation of the Staffing Plan, the Review Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies §46A-68j-30(10).

In addition to the categories described in #5 above, the criteria will also include:

Agency Performance Reviews – Emphasis will be on documented successes of the organization in the subject areas. Emphasis will be on customer letters of support plus data on percentage of health insurance and Medicaid claims billed that were paid and customer service in collecting other types of fees.

Work Plan – The emphasis will be on the soundness of approach and the quality of the overall proposal, including the proposer's ability to complete the tasks and produce the necessary deliverables within the required time frame.

Information Technology Capabilities – The capability of the proposer to satisfy the hardware and software requirements of the claims, billing, and receivables processes as described in this RFP.

Agency Performance Reviews	20%
Work Plan	20%
Personnel Resources	20%
Cost Competitiveness	20%
Information Technology Capabilities	<u>20%</u>
Total	100%

6. **Contractor Selection.** Upon completing its review of proposals, the Review Committee will recommend the top ranking proposers to the Commissioner. The final selection of a successful proposer is at the discretion of the Commissioner. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the OEC. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the OEC's discretion, about the outcome of the evaluation and the proposer selection process. It is OEC's intention to notify the successful proposer by 12/30/2016 and to initiate this engagement as soon as possible thereafter.
7. **Debriefing.** Within ten days of receiving notification from the OEC, unsuccessful proposers may contact the Official Agency Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Agency Contact and request a meeting with the OEC to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The OEC will schedule and hold the debriefing meeting within fifteen days of the request. The OEC will not change, alter, or modify the outcome of the evaluation of selection process as a result of any debriefing meeting.
8. **Appeal process.** Proposers may appeal any aspect of the OEC's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Commissioner. A proposer may file an appeal at any time after the proposal due date, but not later than thirty days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty days. The filing of an appeal shall not be deemed sufficient reasons for the OEC to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Agency Contact.

9. ***Contract Execution.*** Any contract developed and executed as a result of this RFP is subject to the OEC's contracting procedures, which will include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

This section of the RFP provides information about the State's mandatory procurement and contracting requirements, including the standard Personal Service Agreement contract, proposer assurances, the terms and conditions of this RFP, the rights reserved to the State, and compliance with statutes and regulations. The OEC is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.

A. PERSONAL SERVICE AGREEMENT CONTRACT

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of the State's standard personal service agreement contract a copy of which follows.

The contract may be amended only by means of a written instrument signed by the OEC, the selected proposer (contractor) and, for contracts over \$25,000, the Attorney General's Office.

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08

1. PREPARE IN QUADRUPLICATE

2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

					(1) <input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		(2) IDENTIFICATION NO. P.S.		
CONTRACTOR	(3) CONTRACTOR NAME						(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO		
	CONTRACTOR ADDRESS						CONTRACTOR FEIN/SSN - SUFFIX		
STATE	(5) AGENCY NAME AND ADDRESS Office of Early Childhood, 165 Capitol Ave., Hartford, CT 06106								
CONTRACT	(6) DATE (FROM)			THROUGH (TO)		(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input type="checkbox"/> NEITHER			
CANCELLATION	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)						(8) REQUIRED NO. OF DAYS WRITTEN NOTICE 30		
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)								
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.								
(11) OBLIGATED AMOUNT									
(12)	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/	(19) CHARTFIELD	(20) CHARTFIELD	(21) BUDGET
An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.									
ACCEPTANCES AND APPROVALS					(22) STATUTORY AUTHORITY C.G.S. 4-8 and 17a-210				
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)					TITLE			DATE	
(24) AGENCY (AUTHORIZED OFFICIAL)					TITLE			DATE	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES					TITLE			DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)								DATE	

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.
2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
6. **"Confidential Information Breach"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
7. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
9. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
10. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

11. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
12. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Contractor Obligations.

1. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: “This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
2. **Federal Funds.**
 - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - i. Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - ii. This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

3. Annual Financial Audit; Audit and Inspection of Plants and Places of Business; and Records.

- a. **Financial Audit Requirements.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- b. **Audits and Inspections.**
 - i. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - ii. All audits and inspections described in sections b through h of this section shall be at the State's expense.
 - iii. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - iv. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - v. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- c. **Records.**
 - i. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- ii. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 4. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
- 5. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
- 6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
 - a. Real estate sales or leases;
 - b. leases for equipment, vehicles or household furnishings;
 - c. Mortgages, loans and working capital loans; and
 - d. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
- 7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
 - a. The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - ii. within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - iv. Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - b. Any change in the above status shall be immediately reported to the Agency.

8. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
9. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
10. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
11. **Indemnification; Insurance.**
- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
 - c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - e. **Insurance.** The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- a. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- b. Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- c. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

13. Litigation.

- a. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- b. The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

14. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- a. pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- b. applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

15. Representations and Warranties. Contractor shall:

- a. perform fully under the Contract;

- b. pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- c. adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

16. Protection of Confidential Information

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

C. Changes to the Contract, Termination, Cancellation and Expiration

1. Contract Amendment.

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (b) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

- (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- (f) **Non-enforcement Not to Constitute Waiver of Breach.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy

provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

4. Ending the Contractual Relationship; Termination.

- a. This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled.
- b. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- c. **Termination.**
 - i. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - ii. The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
 - iii. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - iv. Notwithstanding any provisions in this Contract, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - v. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - vi. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the

notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- vii. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.
- viii. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Part I in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- ix. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- x. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- xi. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

d. **Transition after Termination or Expiration of Contract.**

- i. If this Contract is terminated for any reason or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- ii. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor

shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

D. Statutory and Regulatory Compliance.

1. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
2. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
3. **Non-discrimination.**
 - a. For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the

federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b.

- i. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- ii. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- iii. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- iv. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- v. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

4. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

5. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice reproduced below:



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

6. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423)¹, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
 - (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business

Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;.
 - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, , to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an

Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards..
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI;
 - (C) provide a copy of the individual's PHI in an electronic health record; or
 - (D) amend PHI in the individual's designated record set,the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and

- (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
 - (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
 - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination.
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate

maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

7. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

8. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
9. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific components of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respect fair and is made without collusion or fraud.
2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The OEC may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contract, or its agents or employees.
3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the OEC may include the proposal, by reference or otherwise, into any contract with the successful proposer.
5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the OEC for press releases that relate in any manner to this RFP or any resultant contract.

C. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the OEC.
2. **Amending or Canceling RFP.** The OEC reserves the right to amend or cancel this RFP on any date and at any time, if the OEC deems it to be necessary, appropriate, or otherwise in the best interests of the State. All amendments to this RFP will be posted on the State Contracting Portal found at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2 . Proposers may also go to www.ct.gov/oec and click the Request for Proposals icon on the State of Connecticut Office of Early Childhood website. Failure to adapt a proposal in accordance with the instructions contained in the amendments may result in a proposal not being considered.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the OEC may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** the OEC reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The OEC may waive minor technical defects, irregularities, or omissions, if in its judgment the best interest of the State will be served. The OEC reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The rights to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The OEC reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The OEC further reserves the right to contract with one or more proposers for such services. After reviewing the scored criteria, the OEC may seek Best and Final Offers (BFO) on cost from proposers. The OEC may set parameters on any BFOs received.
7. **Clerical Errors in Award.** The OEC reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the

contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

8. **Key Personnel.** When the OEC is the sole funder of a purchased service, the OEC reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The OEC also reserves the right to approve replacements for key personnel who have terminated employment. The OEC further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the OEC.

D. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. §1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. §1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation as required by this RFP is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prevent prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to an FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **Contract Compliance, C.G.S. §4a-60 and Regulations of CT State Agencies §46a-68j-21 through 43, inclusive.** CT Statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against any protected class of persons.
3. **Gift and Campaign contributions, C.G.S. §§4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. §9-612(g)(2). (Form 5)** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of

\$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The Gift and Campaign Contributions Certification (OPM Ethics Form 1) is also available on OPM's website at [OPM: Ethics Forms](#) IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Office prior to contract execution.

4. **Consulting Agreements, C.G.S. §4a-81. (Form 6).** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a Consulting Agreement Affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.B.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. §4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is also available on OPM's website at [OPM: Ethics Forms](#).

III. PROGRAM INFORMATION

A. BACKGROUND AND OFFICE OF EARLY CHILDHOOD OVERVIEW

Background

The Birth to Three System was moved to the Department of Developmental Services (DDS) from the State Department of Education (SDE) for administrative purposes in July 1996. Language was included in the authorizing legislation (§38a-490a and §38a-516a C.G.S.) that required group and individual health insurance policies to cover those early intervention services that were also covered benefits in a child's plan up to \$5,000 per year. Reimbursement for such services was to be outside of the annual and lifetime limits of the policy. Public funds, according to §17a-248g(d), could be used by Birth to Three to cover co-pays and deductibles. All of this legislation applied only to fully-funded plans sold in Connecticut. (Self-funded and out-of-state plans are not required to follow Connecticut insurance laws but may choose to do so on an individual employer basis). At that time, the statute was silent on billing fees to parents (an option for states under federal law) and there were no fees charged to parents (other than those few parents who refused consent to bill their health insurance). Beginning in 1996, provider agencies were fully responsible for billing health insurance plans and the DDS took responsibility for billing Medicaid.

Since 1996, providers have been paid monthly in arrears for early intervention services delivered. The provider agencies' contracts require each agency to report on each monthly invoice, the amount and number of insurance claims filed. Agencies also report on the invoice, the number and amount of insurance reimbursements received each month. Child-level information on insurance billing and reimbursement is retained by the programs and is not currently part of the Birth to Three data system. By current contractual arrangements, the provider agencies retain 10% of the insurance reimbursements collected and the remaining 90% is deducted from what is owed to them by the State for that month of service.

In 2003, the State made two changes. 1) The State imposed fees on any family making \$45,000 a year or more and 2) the insurance language was changed to require plans to cover all early intervention services, whether or not they were covered benefits and the annual amount to be paid was lowered to \$3,200/year.

In 2003, an RFP was issued and a contractor selected to handle the billing and collection of parent fees. By State regulation, parents who are three months in arrears on payments are notified by the DDS that direct services will be suspended if full payment is not made. Approximately 40 families per month are notified, with the information verified by the billing contractor. Actual service suspension is handled by the DDS. The current contractor accesses the Birth to Three data system monthly in order to prepare invoices. The current contractor sends a payment file to the DDS daily, reflecting payments through the prior day. The current contractor remits all payments received to the DDS and submits a monthly bill to the DDS for payment.

Provider agencies continued to be responsible for insurance billing, although the State negotiated a limited code set and rates with the Connecticut HMOs and Anthem. From 2003 until January 1, 2010 it was mathematically impossible for the combination of health insurance reimbursement (at up to \$3,200) per year and parent fee payments (up to \$2,040 at the top rate) to exceed the State's cost for services which was just over \$8,000/year for most children.

In 2009, the maximum annual amount to be paid by health insurance plans was raised to \$6,400 per year. In early 2010, the State negotiated a 49% increase in insurance rates for Birth to Three coverage and retained the same limited code set for billing. In addition, effective 1/1/10, parent fees for Birth to Three services were increased by 60%. Given those two factors, it is now mathematically possible for the combination of payments by health care plans and payments by parents to exceed the State's cost for services. According to the Birth to Three State regulations, if combined payments by health insurance plans and parents are in excess of the State's cost, the amount of the overage up to the amount that was paid by the parent will be reimbursed to the parent.

Also in early 2010, new legislation requiring insurance plans to cover behavioral therapy, OT, PT, and Speech services for children with diagnosed autism spectrum disorders also went into effect. Unlike the Birth to Three coverage, this coverage extends to children up to age 15 and all claims will count against annual and lifetime limits of policies (until that is changed by Health Care Reform). In addition, co-pays and deductibles and other policy limitations apply. Prior authorization of all treatment plans (and documentation of an annual diagnosis) is required before claims can be submitted. Authorizations and claims, depending on the plan, may have to be sent to three different locations since most plans outsource their behavioral health services and also outsource their OT/PT services. It's likely that for a child receiving behavioral therapy, OT, and Speech, prior authorizations requests and claims will have to be sent to three separate locations. Autism programs are being strongly encouraged to become in-network providers for these autism services and each program must negotiate its own reimbursement rates and use whatever procedure codes are designated by each plan. Autism-specific programs are to bill under the Birth to Three insurance coverage for the first \$6,400 and then bill under the autism insurance coverage after that. Plans are required to reimburse for all OT, PT, and SLP services listed in an approved treatment plan and for behavioral therapy services up to \$50,000 per year. Children with autism spectrum disorders receive an average of 47 hours per month of services (as opposed to 4.7 hours for most other children) and some receive as much as 80-100 hours per month.

The budget adjustments passed on May 5, 2010 and signed by the Governor eliminate the 10% that is currently retained by the Birth to Three provider agencies from all insurance reimbursements. In addition, the legislature thought that the claims process could be handled more efficiently and effectively by a single organization with expertise in insurance billing. The DDS decided that it would also be advantageous to have the same organization handle the parent fee collections as well as the insurance billing so that payments from both sources could be tracked more efficiently to ensure that combined payments do not exceed the State's cost. As a result of the previous RFP, a contract was awarded to a single entity to process commercial insurance claims and bill parent fees.

The Birth to Three System was moved to the Office of Early Childhood on July 1, 2015. The Office of Early Childhood is working with the Department of Social Services to create a State Plan Amendment (SPA) to change the current bundled rate to a fee for service model for Medicaid. This is estimated to begin July 1, 2017 and will necessitate billing Medicaid for services provided to families with children enrolled in the Birth to Three system, in addition to the billing of commercial insurance and managing the parent fee system. With the passage of the Affordable Care Act (ACA) there are no longer any limits on the amount that can be billed to commercial insurance policies.

Birth to Three insurance rates effective 4/1/10 (does not reflect autism rates)

<u>HCPC Code</u>	<u>Description</u>	<u>Rate per 15-minute unit</u>	<u>Rate per Hour</u>
H2015	Early Intervention visit	\$28.82	\$115.29
T1015	Center-based visit	\$24.18	\$ 96.70
T1027	Parent Group	\$10.81	\$ 43.24
T1024	Initial Evaluation (per discipline)	\$19.33	\$ 77.32

For about 4,400 children, the average hours of service per month are 4.7 (excluding children who receive in excess of 13 hours per month). Each month, approximately 300 children receive more than 13 hours of service. About half of all children have some type of commercial insurance coverage.

Birth to Three Monthly Parent Fees effective 1/1/10 (for parents that consent to allow billing of their health insurance or who have no health insurance*)

Family Adjusted Gross Income	<u>Family Size</u>			
	3 or fewer	4	5	6 or more
\$ 45,000 - \$ 55,000	24	16	8	8
\$ 55,001 - \$ 65,000	32	24	15	8
\$ 65,001 - \$ 75,000	40	32	24	16
\$ 75,001 - \$ 85,000	56	48	40	32
\$ 85,000 - \$ 95,000	104	96	88	80
\$ 95,001 - \$105,000	120	112	104	96
\$105,001 - \$125,000	152	144	136	128
\$125,001 - \$150,000	192	184	176	168
\$150,001 - \$175,000	232	224	216	208
\$175,001 or more	272	264	256	248

*A parent with commercial health insurance coverage for the child who denies consent for Birth to Three to attempt to bill their insurance are charged at double the fees above. This currently affects about 30 families.

Health Insurance Claims filed by programs in Fiscal Year 2016 (7/1/15 through 6/30/16)

51,529 visits, 11,146 children filed with health insurers	\$15,937,731 billed to insurers
4,426 children paid by health insurers	\$3,237,033 paid by insurers

Parents billed in Fiscal Year 2016 (7/1/15 through 6/30/16)

14,649 invoices sent to parents	\$1,285,352 gross fee collections
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Medicaid Claims filed by OEC in Fiscal Year 2016 (7/1/15 through 6/30/16)

27,089 claims filed with Medicaid	
25,822 claims paid by Medicaid	\$24,054,259 paid by Medicaid

Office of Early Childhood Overview

The Office of Early Childhood (OEC) is a cabinet-level state office. The administration of the Birth to Three System is located in the OEC offices in Hartford. There are currently 36 different Birth to Three programs in 33 agencies across the state. Of those, 6 are currently autism-specific programs. The vast majority of these agencies are headquartered in Connecticut, however one is headquartered in New York, one is in Indiana and two are located in Massachusetts. Every town in Connecticut is served by at least one Birth to Three program and some are served by as many as 6 programs. Every town is served by at least one autism-specific Birth to Three program and most towns are served by three programs that only enroll children that are deaf or hard-of-hearing. Overall enrollment in the Birth to Three System is approximately 4,600-4,800 eligible children at a time. Intake for all Birth to Three programs is handled centrally by the United Way of Connecticut, Child Development Infoline in Rocky Hill, CT under a separate contract with the OEC. The intake office, Birth to Three administration, and all programs make extensive use of a data system that is currently web-based. The data system contains, for each child and family, demographic and contact information, financial information, referral and eligibility information, information on the services scheduled to be delivered, and information on the actual services delivered each month. Although the system does not currently contain every element that would be necessary to prepare insurance claim forms, upgrades could be made.

Birth to Three provider contractors continue to be responsible for keeping and reporting the information and data required by insurance plans and to work in junction with the Third Party Billing Contractor in order to maximize the amount of reimbursement received.

B. PROPOSAL OVERVIEW

The Office of Early Childhood is seeking proposals from qualified firms with extensive experience in billing commercial health insurance and Medicaid as well as the collection of other types of fees for the purpose of entering into a contract to bill 3rd party payers, on behalf of Early Intervention Service provider agencies, including following up on claim denials. The contractor will also bill parents, on behalf of the State, for the early intervention services delivered by Birth to Three service provider agencies and manage direct service suspensions and communications when fees are not paid. It is the OEC's intent to make a single award as a result of this RFP.

Parent Fees

1. Extract data from the Birth to Three data system in order to send monthly invoices to parents whose children are enrolled in the Connecticut Birth to Three System, whose income is \$45,000/year or more, and whose children are not covered by Medicaid. Invoices are to be sent on or about the 16th of each month.
2. Collect fees remitted by parents, accepting payments in a variety of forms including checks, credit cards, and electronic fund transfers. All invoice templates and envelopes to be used to mail invoices must be approved by the OEC.
3. Track billing and payment history for each child and family in the case of siblings.
4. Transmit daily payment files to the OEC.
5. Remit fees collected in the previous month to OEC within the first three business days of the following month. [The contract will specify that the OEC will subtract 1% of the monthly payment for every business day past the 3-day deadline]
6. Answer inquiries from parents about their bill in a customer-friendly manner. Ensure that parents are able to contact the billing office by telephone without incurring tolls.
7. Refer parents whose questions that are not specific to parent fees to their EIS provider.
8. Maintain a list of families who are three or more months in arrears on payments on or about the 16th of each month.
9. Send approved Written Prior Notice Suspension Letters to families whose services are being newly suspended also notifying the EIS provider.
10. Update the Birth to Three Data System when suspension takes effect.
11. Occasionally, when notified by a program or an insurance plan, attempt to collect insurance reimbursements for Birth to Three services that have been sent to parents when parents refuse to submit those payments to their program.
12. Reimburse parents for the Contractor's or OEC's errors in billing or posting of fees.
13. Track parent payments and health insurance payments to submit report to the OEC so the OEC can audit the records to ensure that the annual calendar year total does not exceed the amount paid by the State and reimbursing parents for any overage. Upon the request of the OEC, reimburse parents for any combined overpayments up to the amount paid in parent fees.
14. Submit a monthly invoice to OEC for payment.

Commercial Health Insurance and Medicaid

1. Submit claims to commercial health insurance plans and Medicaid, on behalf of all Birth to Three programs.
2. Ensure that each claim submitted under Birth to Three insurance coverage and Medicaid properly identifies it as a Birth to Three claim in whatever manner requested by the insurance plan and/or Medicaid.
3. Develop a format for the Birth to Three programs to submit all data necessary for the claims to be processed.
4. Ensure that the Contractor is informed by each insurance plan and Medicaid of the claims paid to each Birth to Three program. (i.e. can receive the EOBs).
5. Track all claims and reimbursements by child, by program, and overall each month (actual reimbursements will be sent to each Birth to Three program by the health insurance plan but EOBs should be sent to the billing agent for tracking purposes).
6. Aggressively pursue all claim denials and re-submitting claims for processing whenever possible.
7. Ensure that any additional documentation requested by an insurer or Medicaid is provided by the responsible Birth to Three program and transmitted to the insurer.
8. Train Birth to Three programs in any aspect of service documentation or prior authorization documentation that will increase the likelihood of reimbursement by health insurance plans and Medicaid.
9. Produce regular data quality reports and other lists as requested by the OEC to improve the quality of the data and timely reimbursement.

IV. PROPOSAL OUTLINE

	Page
A. Cover Sheet	1
RFP Name or Number	
Legal Name	
FEIN	
Street Address	
Town/City/State/Zip	
Authorized Representatives	
Title	
Phone Number	
FAX Number	
E-mail Address	
Authorized Official	
Title	
Signature	
B. Table of Contents	2
C. Declaration of Confidential Information	3
If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. If applicable, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. (EXAMPLE: Section G.1.a.)	
D. Conflict of Interest – Disclosure Statement (Form 4)	4
All proposers must complete the Conflict of Interest Disclosure Form. An acceptable form must clearly highlight whether the entity does or does not have any current business relationships.	
E. Executive Summary	5
F. Main Proposal	
1. Organizational profile	
a. <i>Qualifications.</i> Provide an overview of your organization including years in operation and the current range of services the organization provides. Describe how your organization meets the required contractor qualifications of this RFP: (1) experience and demonstrated success in billing and collecting health insurance, Medicaid and other types of fees; (2) Current management and oversight; (3) sufficient resources to provide the proposed services; (4) capacity to provide staff and Birth to Three programs professional development or training opportunities; and (5) a continuous quality improvement process.	

- b. *Summary of relevant experience.* Provide a list of assignments that your organization has completed within the last three years in the subject area with emphasis on activities relevant and related to the proposed project.
- c. *Organizational chart.* Provide a diagram showing the hierarchical structure of functions and positions within your organization (**Attachment D**) Indicate on the diagram where the following functions related to this project will be located: supervision of the insurance and Medicaid billing staff, supervision of the parent fee staff, staff development, continuous quality improvement, IT support, and clerical support. Indicate the person or persons who are certified medical coders. Provide a copy of each of those individual's resumes in **Attachment E**.
- d. *Executive Management Personnel.* Provide the names and job titles of the administrator of the organization and the Executive Management Team if one exists. Provide a copy of each individual's resume. (**Attachment E**)
- e. *Proposer Performance Reviews.* Provide any documentation to demonstrate that the proposer has provided quality services over the past few years in the billing of health insurance, Medicaid and in the billing and collection of other types of fees. (**Attachment F**). Include four customer letters of support, if possible, two for each of the service types. Include any data showing the effectiveness of previous health insurance and Medicaid billing (e.g. cash collected as a percentage of billed).
Include any data showing the effectiveness of previous billing and collection of other types of fees, including any review of customer service for payees.
- f. *Financial Condition.* Include the most recent annual financial statements prepared by an Independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). (**Attachment G**). If a proposer has been in business for less than two years, such proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.
- g. *References.* Include four letters of reference from any individuals or organizations that the agency has recently provided services to (**Attachment H**) (**Form 9**). Provide the following information for each reference: Name, title, address, and telephone number and e-mail address where the person can be reached during daytime hours.

G. Scope of Services

1. *Proposed services.* Provide a description of the proposed services to be provided. At a minimum, the description should identify the proposed billing and collection processes for insurance, Medicaid and parent fees.
2. *Health Insurance and Medicaid billing strategies.* Provide a description of any strategies that will increase the current percentage of health insurance collected (about 8% of billings) and will make the transmission of any required information from the local Birth to Three programs as efficient as possible. Account for both the initial implementation in which all claim data may not be available from the Birth to Three data system as well as later implementation when such data is available. Include plans for storing documents and data electronically for easy retrieval and ensuring the confidentiality of all information in accordance with HIPAA. Include plans for providing on-site training and TA (as well as other forms of training and TA) to Birth to Three programs to increase the accuracy and completeness of information necessary for billing health insurance and Medicaid. Provide a description of the process of tracking billing and subsequent payments to programs.
3. *Billing and Collection of Parent Fees.* Provide a description of the process to be used, include plans for accepting various forms of payment. Provide a description of the process of tracking billing and payments.
4. *Tracking of Combined Payments.* Provide a description of the process to be used that will track the total amount paid by both the health insurance plan and the family for each enrolled child to provide annual reports to the OEC which will then ensure that the amount of all payments did not exceed the cost of services.

H. Staffing Plan

Submit a staffing plan that discusses how and when your organization will hire new staff, if necessary, and orient them to your organization, the services, and their roles and responsibilities. For any existing staff to be used describe how any changes to their roles and responsibilities will be handled. Include staff familiarity with medical coding. Provide a resume of at least one person who is a certified medical coder.

I. Data and Technology

Provide a description of the agency's computer hardware and software capabilities. Describe software used for processing of health insurance and Medicaid claims as well as software used to process bills for other types of fees. Include information on ability to customize existing software for the purposes of this proposal. Describe access to IT supports.

J Subcontractors

If the proposer plans to use subcontractors, provide a list with the following information:

- Legal Name of Agency or Individual, Address, FEIN or SS#
- Contact Person, Title, Phone, Fax, E-mail
- Services currently provided
- Services to be provided under subcontract

K. Work Plan

- Work Plan.* Develop a work plan **from the date of award through the first year of operations**, describing **what steps** (activities, actions, tasks) your organization will take to implement OEC's requirements for these services as described in the Proposal Overview
- Methods.* Describe **how** your organization will accomplish each step of the work plan, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
- Timetable.* Include a proposed timetable indicating **when** each step of your organization's proposed work plan will be accomplished. Identify any significant milestones or deadlines.

Format for Timetable

Step:

Method:

- (1)
- (2)
- (3)

Timetable: Complete (insert last step) no later than Month, date, Year.

L. Cost Proposal

1. Financial profile

Financial Condition: Provide a description of the financial condition of the company. This should include a history of the proposer's experience in managing and operating within budget and managing collections. Describe what credit lines with the associated financial institution, are available to the proposer to meet its financial

needs. Include Evidence of having a Commercial Crime Bond in the amount of \$250,000 (**Attachment J**)

2. Cost Proposal. Costs must be quoted in all of the following ways:

Parent Fees

1. as a flat percentage of collections, including all postage and bank fees; and
2. as a flat cost per month, based on the data provided in this RFP, with any specific costs for postage or bank fees identified.

Health Insurance Billing

1. as an all-inclusive (follow-up on claim denials included) percentage of collections;
2. as a flat rate per claim for the processing of claims (without follow-up on claim denials, but including the processing of any requests for additional information from the insurance plans)
3. as a flat rate per claim for any required follow-up of claims denials;
4. as an hourly rate for the required follow-up of denials; and
5. additional charges, if any, for on-site training of Birth to Three programs

Medicaid Billing

1. as an all-inclusive (follow-up on claim denials included) percentage of collections;
2. as a flat rate per claim for the processing of claims (without follow-up on claim denials, but including the processing of any requests for additional information from Medicaid)
3. as a flat rate per claim for any required follow-up of claims denials;
4. as an hourly rate for the required follow-up of denials; and
5. additional charges, if any, for on-site training of Birth to Three programs

M. Appendices

Appendices should clearly identify the attachment label and each page numbered sequentially as part of the total proposal.

Attachment A Proposer's Authorized Representatives (**Form 1**)

Attachment B Agency Agreement and Assurance Form (**Form 2**)

Attachment C Notification to Bidders, Parts 1-V (CHROS) (**Form 3**)

Attachment D Organization Chart (**no form provided**)

Attachment E Executive Management and Certified Medical Coder Resumes. Provide a copy of the resume for the administrator of the organization and any members of the Executive Management Team as well as the resume of a certified medical coder who will be part of this proposal (**no form provided**).

Attachment F Proposer Performance Reviews (**no form provided**)

Attachment G The most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a proposer has been in business for less than two years, such proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation. (no form provided)

Attachment H Letters of Reference (4 total) **(Form 9)**

Attachment I Staffing Schedule **(no form provided)**

Attachment J Evidence of having a Commercial Crime Bond in the amount of \$250,000 **(no form provided)**

Attachment K Gift and Campaign Contributions Certification Form **(Form 5)**

Attachment L Consulting Agreement Affidavit (OPM Ethics Form 5) **(Form 6)**

Attachment M Ethics Affidavit (OPM Ethics Form 6) **(Form 7)**

Attachment N Iran Certificate (OPM Ethics Form 7) **(Form 8)**

V. Forms

The purpose of this subsection is to provide blank copies of any OEC forms that must be submitted with a proposal.

Form 1 Proposer's Authorized Representatives

Form 2 Agency Agreement and Assurances

Form 3 Notification to Bidders, Parts I-V (CHROS)

Form 4 Conflict of Interest

Form 5 Gift and Campaign Contributions Certification (OPM Ethics Form 1)

Form 6 Consulting Agreement Affidavit (OPM Ethics Form 5)

Form 7 Ethics Affidavit (OPM Ethics Form 6)

Form 8 Iran Certificate (OPM Ethics Form 7)

Form 9 References

Forms 3, 5, 6, 7 and 8 must be uploaded onto the Department of Administrative Services' BizNet contracting portal <https://www.biznet.ct.gov/Company/CompanyInfo.aspx>. If you have questions about BizNet please contact DAS at DASIBI.webmaster@ct.gov.

PROPOSER INFORMATION
STATE OF CONNECTICUT
Office of Early Childhood

Applicant Agency: _____
Legal Name

Authorized Representatives. Applicants must designate an authorized representative and one (1) alternate. The form must be signed by the organization's Chief Executive Officer or another official with signatory authority.

Authorized Representative:

		() -
Name	Title	Telephone Number
Street	Town	Zip Code
E-mail Address		Facsimile Number
Normal Working Hours		

Alternate:

		() -
Name	Title	Telephone Number
Street	Town	Zip Code
E-mail Address		Facsimile Number
Normal Working Hours		

I, the undersigned, for and on behalf of the named applicant agency, do herewith apply for this funding and attest that to the best of my knowledge the statements made herein are true.

_____ Signature of Authorizing Official	_____ Date
_____ Typed Name and Title	

Office of Early Childhood
Birth to Three System
Billing and Collection of Commercial Health Insurance, Medicaid and Parent Fees RFP

AGREEMENTS AND ASSURANCES

The undersigned proposer affirms and declares that:

1. General

- a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
- b. The proposer will deliver services to OEC at the cost proposed in the RFP and within the time frames therein.
- c. The proposer will seek prior approval from OEC before making any changes to the location of services
- d. Neither the proposer of any official of the organization nor any subcontractor to the proposer of any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with the State of Connecticut or the Federal Government.
- e. Neither the proposer of any official of the organization nor any subcontractor to the proposer of any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

2. OEC Birth to Three Policies and Procedures

The proposer has read and understands the relevant procedures in the Birth to Three Procedures Manual regarding the billing of parents and the confidentiality of records and will adhere to all such procedures.

Legal name of Organization

Authorized Signatory

Date

FORM 2

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS
(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
 - (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
 - (c) the bidder's promise to develop and implement a successful affirmative action plan;
 - (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
 - (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.
- See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

FORM 3

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p>LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> <p>PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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FORM 3

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p>White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p>Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p>Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p>American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	- Bidder is certified as above by State of CT Yes__ No__

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

FORM 3

Part III - Bidder Subcontracting Practices (Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?
Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support Bldg/ Grounds											
Cleaning/Maintenance											
Construction & Extraction											
Installation Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE CATEGORY NOT USED IN YOUR COMPANY)

FORM 3

PART V – Bidder Hiring and Recruitment Practices (Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. /describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (Please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related section of the CONN.GEN.STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)

CONFLICT OF INTEREST

This form must be printed on your company letterhead.

I, _____
(Name, Title)

(Organization)

(Address)

certifies that this business entity

does/does not (***circle one***)

have any current business relationships [within the past (3) years] that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85.

Legal Signature

Date

If you circled "does" above, please explain:

Section 1-85 (Formerly Sec. 1-68). Interest in conflict with discharge of duties. A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)
☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

FORM 5

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution	Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution	Date	Name of Contributor	Recipient	Value	Description

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name _____

Printed Name of Authorized Official _____

Signature of Authorized Official _____

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires _____

STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: ____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel Date**

Printed Name (of above)

Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court
or Notary Public**

My Commission Expires



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature _____

Date _____

Printed Name _____

Title _____

Firm or Corporation (if applicable) _____

Street Address _____

City _____

State _____ Zip _____

Awarding State Agency _____



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: ☐ Initial Certification.
☐ Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- ☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- ☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- ☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- ☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

 Printed Respondent Name

 Printed Name of Authorized Official

 Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

 Commissioner of the Superior Court (or Notary Public)

 My Commission Expires

References

Proposals should include at least one agency of similar or the same size, where your organization is currently providing Health Insurance Billing, Medicaid and Collection Services of the type you are proposing for the Connecticut Birth to Three System AND at least one agency of similar or the same size where your organization is currently providing other forms of billing and collection services similar to the type you are proposing for the Connecticut Birth to Three System.

Reference #1

Health Insurance
Billing & Collections

Company

Contact

Telephone No.

Title

Email

Reference #2

Medicaid
Billing & Collections

Company

Contact

Telephone No.

Title

Email

Reference #3

Other Billing and
Collections

Company

Contact

Telephone No.

Title

Email

Reference #4

Either Health Ins.,
Medicaid or Other
Billing

Company

Contact

Telephone No.

Title

Email

FORM 9